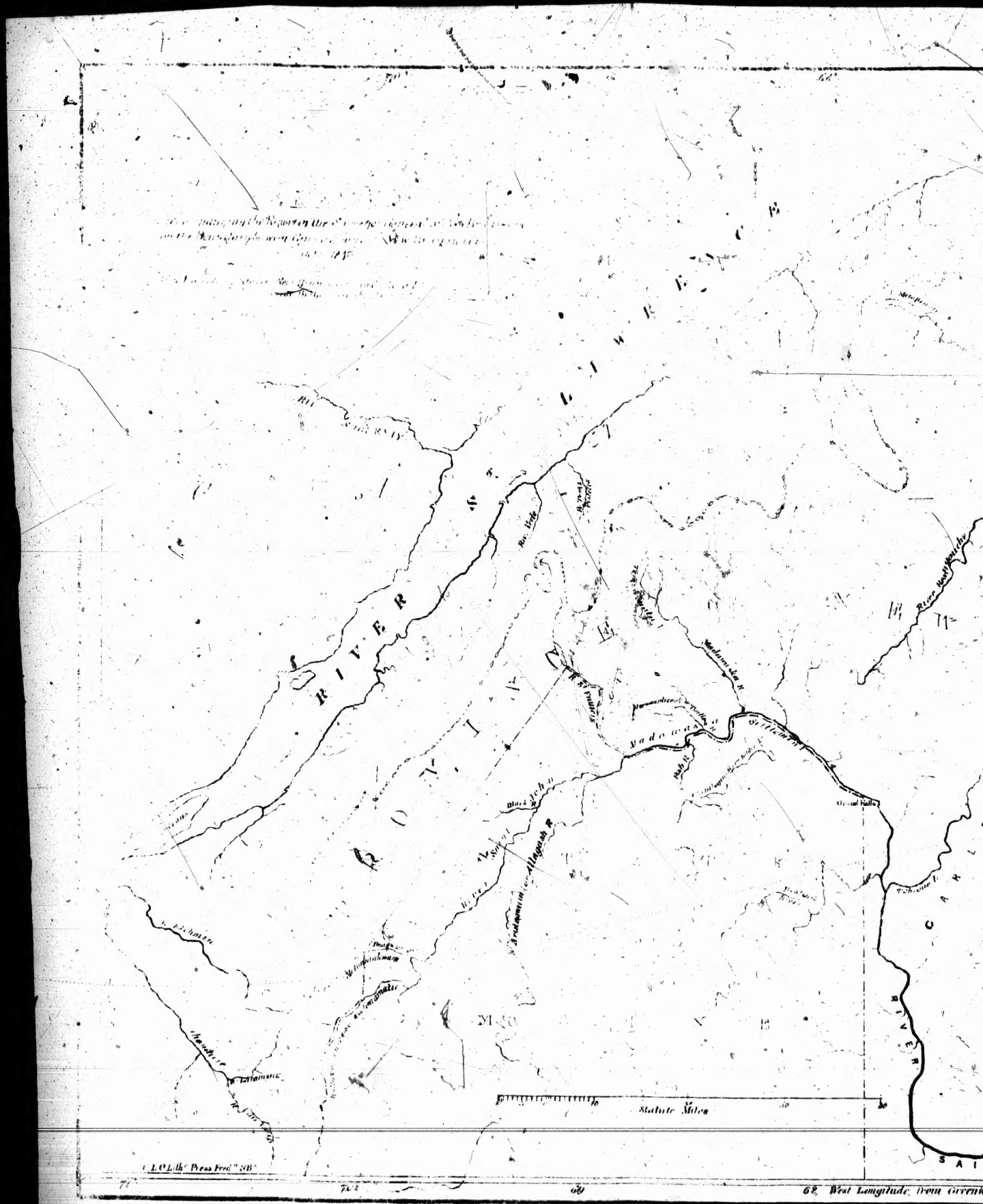
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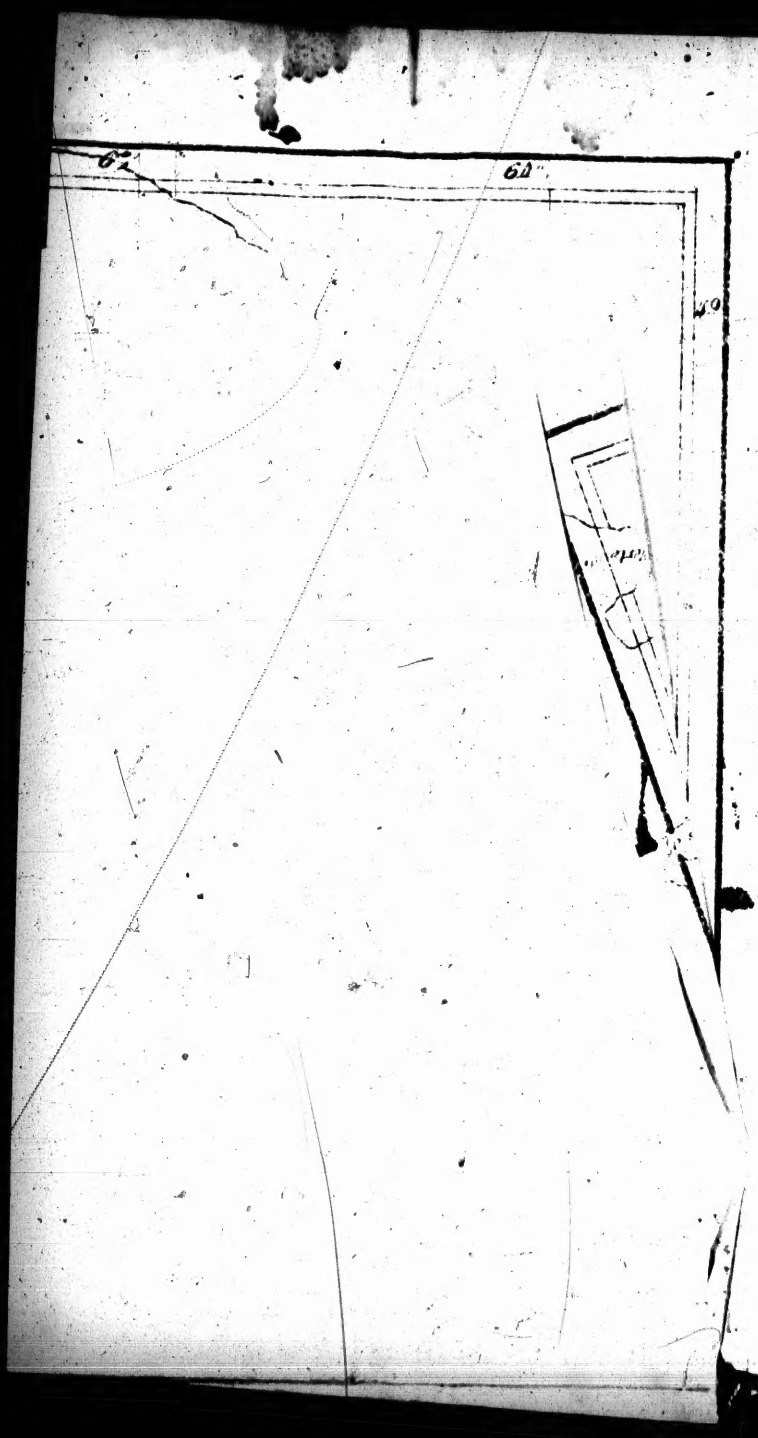

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Schedule of
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No. 1.—Desc
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281 Hist. au Can. Prov. marit. No 2

NEW BRUNSWICK.

HOUSE OF ASSEMBLY,

Friday, 16th February, 1844.

IN pursuance of an Address of the House to His Excellency the Lieutenant Governor of the tenth instant, relative to Communications had by His Excellency with the Home Government and the Government of Canada, on the subject of the Northern Boundary, the following Documents were this day communicated :—

Schedule of Correspondence, &c., connected with the question of the Boundary between the Province of New Brunswick and Canada.

No. 1.—Description of Boundary as in the Commissions to the Governors.

2.—Memorandum of Minutes of Council relating to the Settlement of Madawaska.

3.—Extract of a Report by A. Gesner, dated 29th September, 1842.

4.—Extract from Despatch from the Lieutenant-Governor Sir W. M. G. Colebrooke to Lord Stanley, dated 30th September, 1842, No. 91.

5.—Letter from the Surveyor General to the Lieutenant Governor, dated 10th June, 1843,—with sundry enclosures, relating to Timber cut on Land adjoining the River Saint Francis.

6.—Letter from the Provincial Secretary to the Surveyor General, dated 21st June, 1843, in answer to No. 5.

7.—Letter from the Governor General to the Lieutenant Governor, dated 1st August, 1843, relative to the Duty on the Timber of Messrs. Glazier and Barker, and others, and notifying appointment of an Agent on behalf of Canada, to mark the Boundary Line.

8.—Letter from the Lieutenant Governor to the Governor General, dated 11th August, 1843, in answer to No. 7.

9.—Letter from the Lieutenant Governor to the Governor General, dated 1st September, 1843, notifying Mr. Baillie's appointment as Commissioner on behalf of New Brunswick, and transmitting observations by the Executive Council.

10.—Letter from the Lieutenant Governor to the Governor General, dated 13th October, 1843, transmitting copy of Mr. Baillie's Report, with a Sketch.

11.—Letter from the Governor General to the Lieutenant Governor, dated 26th October, 1843, transmitting a Report from the Committee of the Executive Council of Canada.

No 12.—Letter from the Governor General to the Lieutenant Governor, dated 27th October, 1843, acknowledging receipt of No. 10.

13.—Letter from the Lieutenant Governor to the Governor General, dated 14th November, 1843, transmitting Report of the Council of this Province in answer to the views expressed by the Executive Council of Canada.

14.—Letter from the Lieutenant Governor to the Governor General, transmitting copies of the Correspondence with Mr. A. Wells, the Commissioner on behalf of Canada, 15th December, 1843.

15.—Letter from the Lieutenant Governor to Lord Stanley, dated 14th November, 1843, enclosing copies of the Reports of the Council of Canada and New Brunswick.

16.—Letter from the Governor General to the Lieutenant Governor, dated 2d February, 1844, and enclosure from Crown Land Department, 1st February, 1844, transmitting Nos. 1, 2, 3, 4 and 5.

17.—Lieutenant Governor's Letter to the Governor General, dated 14th February, 1844, enclosing Minute of Council, same date.

No. 1.

The Boundaries of the Province of New Brunswick, as described in the Commissions to the Governors, as follows:—

"Bounded on the Westward by the Mouth of the River Saint Croix, by the "said River to its source, and by a line drawn due North from thence to the "southern boundary of our Province of Quebec;—to the Northward by the said "boundary as far as the western extremity of the Bay des Chaleurs;—to the "Eastward by the said Bay and the Gulph of Saint Lawrence, to the Bay called "*Bay Verte*;—to the South by a line in the centre of the Bay of Fundy from "the River Saint Croix aforesaid, to the Mouth of the Musquat River, by the "said River to its source, and from thence by a due East line across the Isthmus "into the Bay Verte, to join the eastern line above described; including all "Islands within six leagues of the Coast."

No. 2.

Memorandum of Minutes of Council relating to the Settlement of Madawaska.

In Council, 28th December, 1787.

The inhabitants near Madawaska to be registered for their Lots, conformably to a Plan of that Settlement this day exhibited by the Surveyor General.

17th July, 1789.

John Robicheau asks an Island about five miles below the Settlement at Madawaska, and a Tract on the Main adjoining to make up 400 acres.

May have 200 acres in the situation prayed for.

24th December, 1789.

Oliver Tibbideau, Joseph Terrio and Francis Violette ask Land at Madawaska.—May sit down on vacant Lands, and report their situation, which will be secured by proper Grants.

1st July, 1791.

David Higginbottom states that he has purchased a Lot registered to James Kelly, at Madawaska, and asks a Grant of it, with so much of the adjacent vacant Land as will make up the quantity to which he is entitled as a reduced Sergeant.—Complied with.

7th September, 1792.

The inhabitants of the district of Madawaska ask that the Lot No. 23, on the North East side of the River Saint John, in that district, may be reserved for Public uses.—Complied with.

Joseph Micheaud asks the Lot No. 14, Peter Willet the Lot No. 11, on the South East side, and Noel Bernard Lot No. 24, on the North East side of the River Saint John, in the district of Madawaska.—Complied with.

5th February, 1816.

Antoine Cire states that about six years ago he purchased from Louisant Thibideau an Improvement made by him on a piece of rear Land, situate in the rear of Lots Nos. 3 and 4 in Madawaska, on which he has made considerable improvements, and prays a Grant of the same.—Referred for further consideration.

16th September, 1820.

James Hanly asks for an allotment above the Grand Falls, near the mouth of Trout River.—Recommended for 200 acres.

22d January, 1824.

Simon Hebert asks a Grant of 300 acres of Land purchased by him from the Indians claiming a right to Lands surrounding a Village formerly settled by them above the French Grants on the East side of the River Saint John, said purchase embracing ninety rods front on the Saint John, and taking in the Falls of the Madawaska.—Referred to a full Council.

In Council, *4th March*, 1824.

Simon Hebert may have 250 acres in the situation pointed out, not crossing the Madawaska River, and reserving along the Bank of that River a sufficient breadth for a Road and other public purposes.

4th March, 1824.

Peter Cormea prays that he may have a Grant of a Lot of Land on the East side of the River Saint John, about 24 miles above the Great Falls, purchased by him from one Anthony Devou, who had cleared about fifteen acres thereon, and to whom he paid the sum of twelve pounds ten shillings therefor.—Complied with.

Celestin Tibido asks a Grant of a Lot of Land on the East side of the River Saint John, about eight miles above the Great Falls, on which he has cleared eight acres and built a house and barn.—Complied with.

3d May, 1824.

Read memorial of Joseph Hebert asking a Grant of the Lots Nos. 18 and 19, containing 357 acres, situate on the West side of the River Saint John, adjoining above Land granted to Alexander Aulloch, in Madawaska, with sundry documents thereunto annexed.—Complied with.

13th November, 1824.—In Committee.

John Baptiste Oliver Thibideau asks a Grant of a Lot of Land of sixty rods front, and a small Island of about fifteen acres, lying immediately in front of and adjoining said Lot, on the Southwesterly side of the River Saint John, about three miles above the Grand River, purchased by him from the widow of John Marie Cire for the sum of £37 10s.—Recommended on paying a fine to the Crown of 20s.

13th November, 1821.

Edgar Anderson asks 300 acres of Land situate about sixty miles above the Grand Falls, on the South side of the River Saint John, to commence about sixty rods above a small stream known by the name of Mill Brook, opposite to an improvement bought by Jesse Wheelock, and known by being called the Harfard Junior Farm, thence to extend up the River Saint John 100 rods, or opposite to Savage Island, to embrace a Mill Seat.—Recommended for 200 acres so as to embrace the Mill Seat.

Confirmed in Council, 4th January, 1825.

Michael Ringuett, Roman Catholic Missionary for the time being, of the Madawaska Settlement, states that the ungranted Lot No. 21, in the Grant to Joseph Muzrall and others in the said Settlement, has been occupied as a Church Lot by the inhabitants, who are all Roman Catholics, since the foundation of the Settlement, and a commodious Chapel has been erected thereon, and prays that it may be granted to the Roman Catholic Missionary for the time being, of the Madawaska Settlement, such parts thereof as may appear necessary to be appropriated for a place of burial, and for the use of the Chapel.—Referred to a full Council.

In Council, 4th January, 1825.

Read Petition of Michael Ringuette, referred by the Committee on the 13th November last.

A Grant, as prayed for, cannot pass, but a Licence of Occupation may issue.

In Council, 29th November, 1825.

Samuel Peters asks 100 acres of Land situate on a Branch of the Saint John, called Fish River, about fifty or sixty miles above the Great Falls, to include a Mill Site at the first Falls, being about three and one half miles from the mouth of the said stream, together with 100 acres of the Island or Islands nearest the mouth of the said stream, for the purpose of procuring Hay.—Recommended for 100 acres, to include the Mill Site.

Confirmed in Council, 29th November, 1825.

16th November, 1825.

Francis Rice asks 200 acres of Land above the Madawaska River, and joining the Indian Reserve.—Not recommended.

7th February, 1826.

Joseph St. Cœur asks a Grant of a piece of Land purchased by him from A. Thibideau, of Madawaska, about sixty rods below the Grand River, being about sixty rods in front, on the East side of the River Saint John.—Referred.

In Council, 10th February, 1826.

Cannot be complied with.

No. 3.

[Extract.]

To His Excellency Sir William Macbean George Colebrooke, K. H., Lieutenant Governor and Commander in Chief of the Province of New Brunswick, &c. &c. &c.

MAY IT PLEASE YOUR EXCELLENCY,

In compliance with Your Excellency's instructions, I have proceeded to explore the Restigouche River, with some of its Tributaries, and the surrounding Country, a full account of which will be contained in the general Report.

My Son ascended the Saint John to Madawaska, where he procured provisions, canoe and guides, to enable him to cross from the waters of that River to those of the Restigouche. Having ascended Grand River and one of its Branches, to the distance of twenty miles, the canoe was carried across a Portage of three miles, and launched in the Waagan, a tributary of the Restigouche, one hundred and thirty miles from its mouth. A Canal might be opened at a moderate expense in this quarter to connect the waters of the Saint John with those of the Bay Chaleur.

I ascended the Restigouche, and examined the Country on each of its sides, and met the expedition from above a short distance below the mouth of the Upsalquitch. The difficulties of descending from the sources of the River at the present time of year are very considerable; as the season had been dry, we were compelled to drag our canoes nine miles along the bed of the upper part of the stream, and so great is the difference of climate in the wilderness, that ice was frozen half an inch in thickness in the upper part of the stream on the 12th of September, while at the mouth of the River no frost had been seen, and luxuriant crops of Wheat were in full harvest.

We were surprised to observe that the stream which has been generally understood to be the Restigouche, and is so called by the English inhabitants, is only a Branch of the Main River. The Main River on some of the Maps is called the "Cadamkiswa," which the inhabitants have changed into "*Madam Kedgewick*," and "*Tom Kedgewick*." The Indian name in the Micmac language is *Pee-tam-Kedge-wee*. The Southwesterly Banch of the River, above its junction with the larger stream, is called by the Micmacs "*A-waam-jeet*." The former stream is one third larger than the latter, and is eighty yards wide where it meets its chief Tributary. It may be remarked here, that when a River is forked, the Indians give a distinct name to each Branch, without reference to the name of the stream below.

One of the sources of the Main Restigouche, or Pee-tam-Kedge-wee, is near Temisquata Lake, another approaches the Metis Lake very nearly. If the Main Restigouche be the Boundary between the Provinces, it will be seen by reference to a good Map, that a large tract of Country will fall to New Brunswick, which has heretofore been considered to be on the Canada side, and it will also be seen that the outline of both Provinces will be very irregular, and by no means convenient.

On the Peninsula separating the River Saint Lawrence from the Bay Chaleur, there is a lofty mountainous Ridge, a Branch of a chain called the Alleghanies, which entered through the United States. It was up to this Ridge that the American Government laid their claim before the question of Disputed Territory was settled, and until that period the Restigouche formed a temporary boundary between Canada and New Brunswick, but since the happy termination of that dispute, the Range of Mountains separating the Rivers that flow into the Saint Lawrence from those that flow into the Bay Chaleur, the Restigouche and Saint John, will, in my opinion, form the best divisional line between the Provinces.

Such a line would give to each Province all the Rivers that flow and open into their respective districts, and would agree with the physical Geography of the Country. The line separating Canada from New Brunswick, might extend from Cape Rosier, as fixed by the ancient Charter of Canada.

The Restigouche River forms an inconvenient boundary between the Provinces; all the Timber cut upon the Tributaries of that stream, is shipped from Dalhousie and Campbelltown, on the New Brunswick side.

The only Land communication between the district of Gaspe and Quebec, is along the Kempt or Metis Road, where a Mail passes once a week. This Road has never been opened and improved to any great extent. The Mail Carrier rides about sixty miles on horseback from the Restigouche to the Metapediac Lakes, where he feeds his horse on Wild Hay, and walks upwards of forty miles to the mouth of the Metis River. This line of Road runs through a very mountainous and broken tract of country.

The remoteness of the district of Gaspe from the Seat of Government in Canada, has an injurious effect upon its civil and moral institutions. Along the Canada side of the Restigouche, where it is inhabited, there is but one Magistrate in the distance of seventy miles. In the whole of that distance no Statute Labour nor Militia duty is performed, nor taxes paid, and every man is governed by his own opinion of what is right and wrong.

At New Carlisle and other places on the Bay Chaleur, the Laws have been so imperfectly administered, that the Government of Canada has recently appointed Commissioners to enquire into the administration of Justice in that quarter. Debtors on the New Brunswick side have only to cross the Restigouche to evade the payment of lawful demands.

All the inhabitants scattered along the Canada side of the Restigouche are English, Irish, Scotch and Provincials, except three hundred Indians of the Micmac Tribe, settled at Mission Point, near Cambelltown.

There is also a large Settlement of Scotch and Irish at New Richmond. At Nouville, Paspediac, New Carlisle, Bonaventure and Port Daniel, the population is mixed, and the greatest number are Acadian French, who in their customs and manners are like those on the North Shore of the Province of New Brunswick.

The Metis or Kempt Road extends from the Restigouche four miles above Campbelltown to the Metapediac Lakes, and from thence in the direction of the Metis River to the Saint Lawrence, the whole distance is upwards of a hundred miles.

The most direct route for the Great Road from Gaspe and Restigouche to Quebec, is from the Metapedia to Tamiscouta Lake, where it would meet the Road from Fredericton to Quebec. This line would be seventy miles shorter than the present route to the capital of Canada.

The opening of a Road from Fredericton to some part of the Restigouche is a matter of much importance to the Province.

The Land along the district of Gaspe on the shore is generally level and fit for cultivation; a short distance Northward the country is mountainous and broken.

The lower part of the Restigouche possesses similar features, but Southward of the Pee-tam-Kedge-wee, or upper part of the Restigouche, the Land becomes level. The soil on the Restigouche is of a good quality, and produces excellent crops of all kinds of Grain.

The Restigouche is navigable for Tow Boats and Canoes one hundred and twenty miles from its mouth. The Metapediac is thus navigable fifty miles, and the Upsalquitch seventy miles. This district abounds in limestone and marl, and there is a coal field near Campbelltown.

In bringing this communication to a close, I beg to assure Your Excellency,

that I shall take the earliest opportunity to make up the general Report of the Restigouche, which will include a full account of its minerals and other natural resources.

I have, &c.

(Signed) A. GESNER.

Fredericton, 29th September, 1842.

No. 4.

Extract of a Despatch from Sir William Colebrooke to Lord Stanley, dated Fredericton, N. B., 30th September, 1842.

[No. 91.]

My Lord,—The settlement of the Boundary dispute, under the Treaty of Washington, which awaits Her Majesty's confirmation, having materially altered the relative position of this frontier, my attention has been drawn to the necessity of obtaining early information of the character of the Country.

Hitherto the jealousy of the people of Maine has prevented the Government from exploring the district to the northward of the Saint John, where the Boundary between this Province and Canada has been very imperfectly explored. The Restigouche River, regarded as the nominal Boundary, was considered to take its rise a few miles to the northward of the Great Falls of the Saint John. Dr. Gesner, whom I had employed during the Boundary nogotiations, being well qualified to undertake an exploratory survey of the River, I appointed him to conduct it; he has just returned, and I enclose to your Lordship a brief report of his operations, which I have required him to make to me.

From this report, it appears that the course of the Main River has been altogether misconceived; that it takes it rise in the height of Land near the sources of the Metis Lake which flows into the Saint Lawrence, and is navigated by the lumberers of this Province for 100 miles.

Besides the ordinary objections to a River Boundary, the Restigouche would thus constitute a very inconvenient Frontier between Canada and New Brunswick, and recurring to the natural principle of the Boundary settlement of 1783, that of a Line along the Highlands dividing the Waters flowing in opposite directions, I am inclined to think that the most elegible Line of separation between the two Provinces, would be a direct one from the Saint Francis to the Heights which formed the limits of the American claims, and which their Surveyors explored in the last year, and along those Heights to the eastward.

The intersection by such a Line of the Streams in the Highlands is of little consequence; but when they descend and become navigable, it is manifest that in a new country, accessible only through its Rivers, a Line either intersecting or dividing the Rivers and their Tributaries is calculated to produce a conflict of jurisdiction, and for a time, the occupation of the intermediate Territory by a lawless population. To prevent the disputes arising from these causes was obviously the intention of the negotiators of 1783, and a departure from the principle adopted by them was the occasion of the disputes now happily terminated.

As the whole country traversed by the Restigouche and its Tributaries, and by the upper Saint John and its Tributaries, the Madawaska, the Saint Francis and Black Rivers, has been very imperfectly explored, and as Major Graham with his Surveyors is at present engaged in making a rapid *ex parte* exploration of the new Boundary Line, I have considered it advisable to direct Mr. Wilkinson to proceed and explore that line to the limits of this Province; and having traversed the country with Colonel Mudge in 1839, I hope that he will be able in a short time to remove all uncertainty as to the direction of the line as described in the Treaty of Washington.

It is important that this exploration should be made, as the lumberers of this Province who have been restricted since 1839, from cutting Timber in the Disputed Territory, are anxious when the Treaty is ratified, to recommence operations over that part of the country which is situated within the British Boundary, north of the Saint John.

I enclose a Sketch which has been made to me by Mr. Wilkinson, which will elucidate the foregoing observations, and I doubt not it will appear to your Lordship advisable that a regular Survey of the intermediate country should be executed without delay. I have, &c.

(Signed) W. M. G. COLEBROOKE.

The Right Honorable Lord Stanley.

Extract of a Despatch from Lord Stanley to Sir William Colebrooke, dated Downing Street, 25th October, 1842.

SIR,—I have the honor to acknowledge the receipt of your Despatch, No. 91, of the 30th of September, with its several enclosures, relating to the expediency of establishing a well defined Boundary Line between the Province of Canada and New Brunswick.

I concur with you in thinking that it will be desirable to ascertain with precision, and afterwards to define in a recognized manner, the line of separation between the adjoining British Provinces; but for this purpose it will be requisite to consult, in the first instance, the Governor General of Canada.

I have therefore to direct you to place yourself in communication with Sir Charles Bagot on this subject; and to abstain from adopting any proceedings which are indicative of your intentions, in respect to a new Boundary Line, until you are fully acquainted with his views. I have, &c.

(Signed) STANLEY.

Lieutenant Governor Sir W. M. G. Colebrooke.

No. 5.

Letter Book, page 202.

(Copy.) *Crown Land Office, 4th June,* 1843.

MAY IT PLEASE YOUR EXCELLENCY,

Certain persons, residents in this Province, did, during last year, apply through their Agents in Canada, to the Crown Land Office in Kingston, for Licence to cut 100,000 feet of White Pine Timber from Lands adjoining the River Saint Francis, and have, agreeably (as I understand) to the regulations of that office, paid one-fourth of the Tonnage demanded by that Government.

Enclosed are copies of two Letters which have been addressed to me on the subject, with a receipt, as proving the right of the parties to bring said Timber down the River Saint John, free of any demand from this Government.

I have therefore the honor to request, that Your Excellency will inform me whether I shall permit the Timber to pass without molestation to Saint John, being satisfied, of course, as to its identity.

I have also the honor herewith to enclose an extract from an advertisement in the Quebec Gazette, by which Your Excellency will perceive that the Government of Canada are about to dispose of Timber which I should imagine ought to belong to this Province. Under these circumstances, I have to pray for instructions for my guidance in the disposal of Timber in that neighbourhood.

I have, &c.

(Signed) THOS. BAILLIE, *Surveyor General.*

His Excellency Sir W. M. G. Colebrooke, Lieut. Governor.

Extract from the Quebec Gazette.

Crown Land Office, Kingston, 15th May, 1843.

For the Territory South East of the Temiscouta Portage Road, and on the different Branches of the River Saint Francis and adjoining Districts, no regular Licences can be given at present; but persons desirous of applying for such will have to correspond with this office until that Territory has been regularly explored, and placed under the care of a local Agent.

(Signed) A. R. MORIN, *Com. Crown Lands.*

(Copy.) *Fredericton, May* 19, 1843.

SIR,—With reference to Timber cut by John Glazier, on the Saint Francis and Cabineau, as reported by Mr. Deputy Rainsford, I beg leave to submit the following statement:—

Mr. Glazier, in October last, made an arrangement to haul a small quantity of old Timber from the Saint Francis, part from the British side and part from the American, and was anxious to get more Timber from the British side to make a winter's work; but on application at the Crown Land Office, I found that no permission could then be given. I was then induced to ask permission from the Government of Canada, and in reply was told, through my Agent, that the subject of my application was under consideration by the Government there. About same time, the Government here came to a decision to receive applications for Timber above the Grand Falls; and wishing to make sure the grounds Mr. Glazier was then working on, I applied here; which application was received, and the Timber advertised for sale in January last, but eventually postponed until February. About the time of the sale, I received a communication from Canada, informing me that the Commissioner of Crown Lands there would receive the money and bond, on my application, which he said would authorize Mr. Glazier to go on with his work, although no formal Licence could then be granted, with which I complied; and the Commissioner of Crown Lands has since received, from my Agent thereon, the usual proportion of money for the Stumpage of 2,500 Tons of White Pine Timber, cut on same Grounds as applied for here, and as reported by Mr. Deputy Rainsford; but as yet he has not sent me the Licence or permission, but I expect it every day.

Having stated the whole of the circumstances to you, I beg leave to say that Mr. Glazier is now driving the Timber down, and intends to raft the same near his own place, below the Short Ferry (so called); and I am perfectly willing that it shall be considered to be in the possession of the Government until I can make it appear that a great proportion of this Timber, reported by Mr. Deputy Rainsford, has been obtained under permission from the Government of Canada.

I am, &c.

(Signed) SPAFFORD BARKER.

Hon. Thomas Baillie.

(Copy.) *Fredericton, 10th June,* 1843.

SIR,—With reference to my Letter of 19th May, I now beg leave to hand you a Receipt, received yesterday (through my Agent) from the Crown Land Office in Canada, for the payment of one quarter of the Stumpage of 100,000 feet of White Pine Timber, cut by John Glazier last winter; and as I sent a Power of Attorney in March last, legally prepared, to my Agent, for to execute Bonds for the remaining three quarters, the Receipt for which has not been received, may I ask the favour of you to inform me whether a Receipt of the same kind from Canada, for the remaining three quarters, with the enclosed, would be a sufficient authority for you to pass, without payment of Stumpage

from this Province, the quantity named, say 2,500 Tons, of Mr. Glazier's Timber.

I am, &c.

(Signed) SPAFFORD BARKER.

Hon. Thos. Baillie, Surveyor General.

(Copy.) *Crown Land Office, Kingston, 31st May*, 1843.

Received, on the 28th March last, from Messieurs Barker and Glazier, per J. H. Kerr, Esquire, the sum of Fifty two pounds, One Shilling and Eightpence, being a deposit of one-fourth of the value of 100,000 feet of White Pine Timber, at One Halfpenny per foot, intended to be cut by them on the vacant Crown Lands in the Territory adjoining the River Saint Francis, during the Winter 1842 and 1843.

(Signed) T. BOUTHILLIER.

Letter Book L., page 281.

(Copy.) *Crown Land Office, 4th July*, 1843.

MAY IT PLEASE YOUR EXCELLENCY,

I have the honor to transmit herewith, a Letter which I have this day received from Mr. Spafford Barker, with its enclosures, respecting the payment of Tonnage money to the Government of Canada, on Timber cut on the River Saint Francis and Cabineau; and as this may become a question of some importance, I have to request instructions for my guidance in the premises, as also, as to the extent to which Licences are to issue in this Province towards the Land upon which the Timber has been cut, which is the subject of this communication.

I have the honor, &c.

(Signed) THOS. BAILLIE, *S. G.*

His Excellency Sir W. M. G. Colebrooke, K. H., &c. &c. &c.

(Copy.) *Fredericton, July* 3. 1843.

SIR,—In addition to my Communications of 19th May and 10th June, (to which please refer) concerning the Timber cut by John Glazier, on the Saint Francis and Cabineau, under permission of the Government of Canada, I now beg leave to enclose you a copy of a Letter, marked A, from Mr. Bouthillier, of 10th February last, to Mr. Kerr, who negotiated the matter there for me, through my Agent, by which it would appear, that on our paying the money, and giving bonds in the usual manner, he (Mr. Bouthillier) said we would be authorized to carry on our operations, upon which Letter I acted; and accordingly, as stated by me on the 19th May, I remitted the money, and forwarded a Power of Attorney to give the necessary Bonds.

The Receipt for the payment of one quarter of the Stumpage, I enclosed to you on the 10th ultimo, but had not at that time executed the Bonds for the Balance.

I also enclose you a copy of my Letter, marked B, to Mr. Kerr, of 16th June, asking in what position we would stand supposing we did not execute the Bonds, and his answer thereto, marked C, by which it appears he considered not only me, but himself, bound to complete the negotiation.

I have therefore felt myself pledged, and in honor bound, to complete the payment to Canada, and have therefore executed and forwarded the Bond to that Government, through my Agent there, and trust that as the Timber so paid for to the Canadian Government is now in Saint John, that instructions will be given to Mr. Deputy Allan not to interfere or interrupt us in the disposal thereof,

as any interference on his part will not only prevent our selling the same, but would thereby subject us to great loss and inconvenience.

I am, &c.

(Signed) SPAFFORD BARKER.

Hon. Thos. Baillie, Surveyor General, &c. &c. &c.

(Copy.)

A

Department of Crown Lands, Kingston, February 10, 1843.

SIR,—Your application of 2d instant, No. 620, on behalf of John Glazier, for a Licence to cut 1,000 Tons White Pine Timber on the **Laburnum River*, having been referred to the Surveyor General, that Officer reported, "That the Laburnum River is not known in his office, and that the Berth asked for cannot be made out from the description given."

Your applications No. 358, and 381, are still before the Council.

No regular Licences can be granted, at present, for the different Tracts described in the above mentioned Letters, but under the circumstances stated by you, the Commissioner of Crown Lands will take upon himself to receive payments, in money and bonds, in the usual manner, for the various quantities of Timber you have applied for, which will authorize the parties to carry on their operations on what is clearly established to be *vacant Crown Land*. This however, they must be left to find out at their own risk, and they must carefully avoid entering upon any even doubtful Tracts.

I remain, &c.

(Signed) T. BOUTHILLIER.

To Jos. Kerr, Esq., Quebec.

*MEMO.—I beg leave to remark, that the River spoken of by Mr. Bouthillier, as "*Laburnum*," and not known to the Surveyor General, is the "*Cabineau*," a well known River which empties into the Temiscouta Lake. The mistake originated with Mr. Kerr, in preparing the application from my Letter, and was afterwards pointed out and understood by the Surveyor General of Canada.

The applications 358 and 381, referred to, were the applications on the Saint Francis.

(Signed) S. BARKER.

(Copy.)

B

Fredericton, June 16, 1843.

JAMES H. KERR, Esquire.

DEAR SIR,—Mr. Peniston's Letter, of 5th instant, is at hand, enclosing Receipt from the Crown Land Office in Canada, for £52 1 8; also, Bond to be executed for balance of Stumpage of 100,000 feet of White Pine.

The Receipt I have submitted to the Honorable the Surveyor General, with a request that he would inform me whether a Receipt of same kind for the balance will be sufficient for him to pass our Timber, without Stumpage from this Province.

The Surveyor General has submitted the question to His Excellency the Lieutenant Governor, and I cannot get an answer until after the next meeting of the Executive Council, which will be held on the 5th July.

Will you inform me whether, from the nature of your communication with your Government, you would consider yourself or me bound to execute the Bond to Canada.

I am, &c.

(Signed) SPAFFORD BARKER.

(Copy.) C

SPAFFORD BARKER, Esquire. *Quebec, June* 23, 1843.

DEAR SIR,—In reply to yours of the 11th instant, I am to inform you, that as you have received your Receipt from the Government of Lower Canada, for the Stumpage cut within the Territory which forms part of that Province, it is imperative you should immediately execute the Bond which I transmitted to you by direction of the Government here.

Both you and I are so compromised, that recourse will be had against us.

New Brunswick can have no claim upon the Territory; and if you have difficulties with the authorities there, I shall, on your informing me thereof, bring the matter under the notice of Sir Charles Metcalfe, for adjustment.

I am, &c.

(Signed) J. H. KERR.

No. 6.

(Copy.) *Secretary's Office, Fredericton, 21st June*, 1843.

SIR,—I am directed by the Lieutenant Governor to inform you, that as the Boundary between the two Provinces has not yet been defined, and as under the circumstances the Governments of both have been withheld from granting Licences to applicants to cut Timber, the better course will be for the parties referred to in your Letter of the 10th instant, to make good their payments, or to leave in the hands of the Deputy a sufficient quantity of Timber to secure the amount of their Bonds.

The funds thus realized to be held to the Account of a separate fund, to be carried to the Credit of either Province within which the Lands are found to be situated when Surveyed.

I have, &c.

(Signed) WM. F. ODELL.

The Hon. Thomas Baillie, Surveyor General.

No. 7.

Copy af a Despatch from Sir Charles Metcalfe to Sir Wm. Colebrooke, dated

(Copy.) *Government House, Kingston, 1st August*, 1843.

SIR,—I have the honor to transmit a Copy of a Letter to the Commissioner of Crown Lands in this Province, from Mr. Kerr of Quebec, Agent of Messrs. Glazier and Barker of New Brunswick. From this it appears that the latter Gentlemen are called on by your Government to pay Stumpage dues already paid or secured to the Government of Canada, on account of Timber cut on Crown Lands said to belong to Canada, but supposing from the demand above noticed, to be also deemed as territory of New Brunswick.

I trouble you on this subject in order to convey my request that Messrs. Glazier and Barker, and other parties in a similar position, may not be pressed for payment of dues, which they can shew to have been already paid to Canada, and I beg leave to add my assurance, that if the Lands in question be determined hereafter to be a part of New Brunswick, all sums unduly collected by Canada on Timber cut on such Lands, shall be refunded to New Brunswick.

I have nominated a Gentleman as Agent for Canada to mark out with one

nominated on your part, the Boundary Line of Canada and New Brunswick. Where any difficulties exist they can report respectively for our mutual consideration.

I trust that the departure of the Gentleman appointed by me will not be much longer delayed.

I have the honor, &c.

(Signed) C. T. METCALFE.

His Excellency Sir W. M. G. Colebrooke, &c. &c. &c.

(Copy.)

[No. 109.] *Quebec, 22d July*, 1843.

SIR,—Referring you to my several communications 358, 399, 618, 620, 10, 23, 48, 62, 103, all of them on the same subject, and relating to the Timber cut on part of what was heretofore called the "Disputed Territory," within the Province of Canada, by Messrs. Glazier and Barker, and to the fact that these Gentlemen having through me made payment to you of the usual quarter instalment, as also to their having at your desire transmitted to you their Bond duly executed, securing the remaining balance, I am now to state to you, by desire of my clients, that the Government of New Brunswick insists upon Messrs. Barker and Glazier either giving Bonds for the payment of the Stumpage, already paid and secured to you in your Office of Commissioner of Crown Lands for the Province of Canada, or delivering up a portion of the Timber cut by them, on the plea that the said Timber has been so cut within the territory of New Brunswick, and not within that of Canada.

I trust that this matter will engage your immediate attention and interposition, for it is imperative that such a state of things should not be suffered to subsist, as that any party should be called upon to pay into the Treasury of New Brunswick those Duties which have accrued to and been already received by the Government of Canada.

I crave reference to the several replies of the Crown Land Department over which you preside, to my communications as numbered above, more particularly to that of Mr. Sancred Bouthillier, the Assistant Commissioner, of the 10th February last.

I would also very respectfully pray that you will be pleased to acknowledge the receipt of Messrs. Glazier and Barker's Bond, which I transmitted to you in mine, No. 103, of the 6th instant, if the same has reached you.

I have, &c.

(Signed) JAMES H. KERR.

Hon. A. N. Morin, Com. Crown Lands.

No. 8.

Copy Despatch from Sir William Colebrooke to Sir Charles Metcalfe, dated

(Copy.) *Fredericton, N. B., 11th August*, 1843.

SIR,—I have had the honor to receive Your Excellency's letter of the 1st instant, enclosing one from the Agent of Messrs. Glazier and Barker of New Brunswick.

The application of these persons, that their Timber might be allowed to pass free of Duty, on the ground of Stumpage dues having already been paid or secured to the Government of Canada, was brought by me under consideration in Council, and it was decided, that, under the circumstances of the case, an admission of their claim would be a precedent for transactions in which the Regulations of this Government might be evaded to a great extent by other persons. According to these Regulations, the privilege of cutting Timber on the Crown

Lands is not disposed of until Timber Berths have been surveyed, and their locality and limits duly ascertained;—the Timber cut on such Berths being duly inspected by the Surveyor before it is removed;—all cut in excess of the quantities for which Licences have been granted is subject to seizure, and released only on payment of double duties.

As the Boundary between the Province of Canada and New Brunswick had not been defined in that part of the Disputed Territory acquired by the Treaty of Washington, it was not considered advisable to grant the Licences which had been previously applied for by Messrs. Barker and Glazier, and other persons, at the Crown Land Office; and the same considerations may have induced the authorities in Canada to abstain from laying out Timber Berths within the undefined Territory.

In the present season numerous applications have again been made for such Licences, and much disappointment has been expressed by the parties, from the objection entertained by the Government, who have thus relinquished a considerable Revenue which would have accrued to the Province from Lands which it is considered will be found to belong to it.*

Your Excellency has requested that Messrs. Glazier and Barker, and other parties in a similar position, may not be pressed for payment of dues which they have already paid to Canada, on the assurance that the sum unduly paid to Canada on Timber cut on such Lands, would be refunded to New Brunswick. This request will be duly submitted to the Executive Council, with whom it devolves on me to consult in all questions relating to the administration of the Crown Revenues.

I may observe, however, that if parties can obtain in Canada permission to cut Timber on the undefined Territory, without defining the limits, and if this Government were to make the same concession, not only would conflicts unavoidably ensue, but the Provincial Laws for the protection of the Land Revenue would be extensively evaded.

On the other hand, no great inconvenience can result from the suspension of such Licences until the Boundary may be defined; when the Laws of Canada and New Brunswick will admit of being respectively enforced in such portions of the Territory as may appertain to them;—and from the quantities of Timber brought by the Americans to the Saint John Market, the price at present has been greatly reduced.

The Stumpage paid to Canada and New Brunswick would appear to be less than that which the Americans exact for the privilege of cutting within their Territory.

I have, &c.

(Signed) W. M. G. COLEBROOKE.

His Excellency the Right Hon. Sir C. T. Metcalfe, G. C. B. &c. &c. &c.

(Copy.) *Fredericton, N. B., 28th August*, 1843.

SIR,—With reference to Your Excellency's letter of the 1st instant, I have the honor to inform you, that I have directed the Surveyor General of this Province to proceed to the Frontier, and to meet the Commissioner appointed by Your Excellency, in order to trace, if possible, the Boundary of Canada and New Brunswick.

Having brought the subject of your letter under the consideration of the Executive Council, I will take an early opportunity of forwarding to Your Excellency a Report which is in preparation.

I have, &c.

(Signed) W. M. G. COLEBROOKE.

Sir C. T. Metcalfe, &c. &c. &c.

* This Revenue could not have been appropriated pending the dispute.

No. 9.

Copy of a Despatch from Sir William Colebrooke to Sir Charles Metcalfe, dated Fredericton, N. B., 1st September, 1843.

(Copy.)

SIR,—With reference to your Excellency's letter of the 1st ultimo, I have the honor to inform you, that I have appointed the Honorable Thomas Baillie, Surveyor General, to proceed to the Frontier to meet the Commissioners appointed by Your Excellency, with the object of endeavouring to trace the Boundary between the two Provinces, as established by the Royal Proclamation, 1783, and the Act of Parliament, commonly called the Quebec Act.

Mr. Baillie, after completing his exploration, will return to Fredericton, and report to me the result of his observations.

The failure of former attempts to define the Boundary, leads me to apprehend that the present will be equally unsuccessful, and that it will devolve on Her Majesty's Government to establish such a Conventional Line, as will be the best calculated for the interests of the two Provinces.

Referring to my letter of the 11th ultimo, having brought the subject of our correspondence under the consideration of the Executive Council, I now enclose an extract of their observations. I hope that their suggestion for the protection of the interests of Canada on the Timber that may prove to have been cut on the Territory of that Province, will be satisfactory to Your Excellency.

I have, &c.

(Signed) W. M. G. COLEBROOKE.

His Excellency the Right Honorable Sir C. T. Metcalfe, &c. &c. &c.

Extract from the Minutes of Council, New Brunswick, 26th August, 1843.

(Extract.)

Having perused His Excellency the Governor General's Despatch of the 1st August, we must express our entire approbation of the seizure of Barker and Glazier's Timber, for the non-payment of Stumpage to the Government of this Province, as in our opinion, the right of Canada to the Territory off which that Timber was cut, cannot be sustained on any just or reasonable grounds.

It is much to be lamented that the Canadian Government has recently asserted any such right, as the Government of this Province, to avoid collisions, and with the expectation that Canada would adopt the same course, has refused to sell any Timber between the Madawaska and Saint Francis Rivers, while at this moment, numerous parties are proceeding to work in various quarters, on the this Territory in question; some professing to have the authority of the Canadian Government, and others acting under no authority at all, but striving to secure a share of the plunder off what they now consider as neutral ground, belonging to neither Province.

Such a state of things ought not to be permitted by this Government, and prompt measures should be adopted at once to put a stop to such Trespasses, by exercising our accustomed jurisdiction, and seizing and prosecuting to condemnation all the Timber now being, or which hereafter through the Winter may be cut without legal authority.

It is proposed by the Governor General, that if the Land in question be determined to be a part of New Brunswick, all sums unduly collected by Canada, for Timber cut on such Lands, should be refunded to this Province; but as the Canadian Government is selling at 1s. 8d. [illegible]ton, subject to all the expenses of survey and inspection, which is less than the same Timber can be sold for here, we would suggest as a counter proposition, that until the question be settled, the sale and management of the Timber and Land be continued in the Government of this Province, and that one shilling per ton be guaranteed to Canada on

all Timber brought from such parts of the Territory as may ultimately fall to that Province.

Should this proposition be acceded to, much expense and trouble would be saved to the Canadian Government, collisions between lumbering parties, and numerous frauds would be prevented, and the nett sum which would thus be secured to Canada, would be as great as could be realized by the exclusive control of that Province at the present rate of stumpage; while this Province, in the event of the Territory falling to Canada, would incur all the expense of inspection and management, and would be entitled to so much only as could be realized over and above one shilling per ton, and the expenses of supervision.

Extract from the Minutes.

WM. F. ODELL.

26*th August*, 1843.

No. 10.

Copy Despatch from Sir Wm. Colebrooke to Sir Charles Metcalfe, dated Fredericton, N. B., 13th October, 1843.

(Copy.)

SIR,—Referring to my Letter of the 1st September last, I do myself the honor of enclosing to Your Excellency the Copy of a Report which I have this day received from Mr. Baillie, the Surveyor General of this Province, in pursuance of the Instructions under which he proceeded to the Frontier, with the object of endeavouring to trace the Boundary Line between the two Provinces.

The lateness of the season rendered it impracticable for Mr. Baillie to delay this operation in the expectation of being joined by a Commissioner from Canada, and it was desirable that his Report should be received on account of the importance attaching to the question in the estimation of the people of this Province, and the probability that the Assembly will address Her Majesty on the subject, in the ensuing Session of the Provincial Legislature.

Mr. Baillie's Report is accompanied by a Map to elucidate it.

I have the honor, &c.

(Signed) W. M. G. COLEBROOKE.

His Excellency the Right Hon. Sir C. Metcalfe, G. C. B. &c. &c. &c.

(Copy.) *Crown Land Office, Fredericton, 13th October*, 1843.

SIR,—Having been informed by Mr. Secretary Odell's Letter of the 2nd of September last, that His Excellency the Governor General, Sir Charles Metcalfe, had appointed a Commissioner to trace the Boundary between this Province and Canada, and Your Excellency having directed me as Commissioner on the part of New Brunswick on the same, to proceed to the Frontier to put myself in communication with the Canadian Commissioner—

I have the honor to Report, that in obedience to your commands, I left Fredericton on the 5th September last, and reached Madawaska on the 9th. On the 11th I passed onwards to the River St. Francis, and returned from thence to Madawaska on the 13th.

On the 13th I pushed on to the Portage from the Temiscouta Lake to Canada, which I reached on the 16th; I remained at that spot until the 29th, when I proceeded to the River St. Francis where it is crossed by the said Portage Road.

Not having met with any Commissioner from Canada during the whole of the above period, I prepared to make about that tract of Country such observations as would enable me to comply with Your Excellency's instructions, by "ascer- "taining whether it was practicable to define the Boundary between the Pro- "vinces, and in that case, to delineate it."

With that view also I proceeded by way of the Grand River and Restigouche to the Bay des Chaleurs, and Your Excellency having directed my attention to the Royal Proclamation of 1763, the Act of Parliament of the 14th Geo. 3rd, Ch. 83, commonly called the Quebec Act; as also to Boundaries of the two Provinces as described in the Commission of Lord Dorchester; I had reference to these several Documents, and found, that by the Act of Parliament the Province of Quebec was "bounded on the south by a line from the Bay Chaleur "along the highlands which divide the Rivers that empty themselves into the "River St. Lawrence from those that fall into the Sea."

In order to survey and mark the above Line on the face of the Country, it became necessary to discover some definite point as a starting place; and on reference to the Boundary of this Province as extracted from Lord Dorchester's Commission as Captain General and Governor in Chief of the Provinces, I found the following words:—

"Bounded on the westward by the mouth of the River St. Croix, by the said "River to its source, and by a line drawn due north from thence to the southern "Boundary of the Province of Quebec; to the northward by the said Boundary, "as far as the western extremity of the Bay des Chaleurs."

Here then we find that at the western extremity of the Bay des Chaleurs, the line which divides the Rivers as described in the Quebec Act must terminate, if run from the reverse end of the Boundary; and also become the starting point, if the line is to be run from the Bay des Chaleur.

It was therefore my object to discover what point constituted the *western extremity*, and I was glad to find that nature has so strongly marked the spot, as in my humble opinion to leave no opening for discussion or difficulty.

It is situated at High Water Mark, a little to the eastward of Mission Point, on the north side of the Bay des Chaleurs, about a mile above Campbelltown, which is on the south side of the same Bay.

From this point the line would run about north until it strikes the highlands described in the Quebec Act; thence following those highlands, which can be easily traced, till it terminates at the Boundary Line now about to be run, agreeably to the Treaty of Washington, near the sources of the St. John River.

In order to elucidate the above, I have prepared the accompanying sketch of the Country through which the line will run, agreeably to the Act of Parliament and the other Documents bearing on the subject.

It is hardly necessary for me to state to Your Excellency that if the "Atlantic Ocean" is substituted for the "Sea" as the receiver of the Rivers which do not flow into the River St. Lawrence, and that it is to be accepted in its literal sense, no such line can be found in these Provinces, but the Boundary as described by me is as capable of being discovered and marked out, as any definite line on the face of the earth, and it no doubt legally constitutes the Boundary between Canada and this Province.

As the Commissioner from Canada did not appear, it was not within the line of my duty to proceed with the exploration and survey of the Boundary, but I can at any future period attend to that service should Your Excellency require it to be done. I beg further to Report to Your Excellency, that throughout the whole of my Tour in the upper part of the River St. John, I found the inhabitants desirous of remaining under the Government and Laws of New Brunswick, and I was informed by a Magistrate of the County of Carleton, who resides at Madawaska, that a Petition to that effect was being prepared, and will no doubt shortly reach Your Excellency.

I have made this hasty Report to Your Excellency, agreeably to your wishes, but it contains the essence of what might be written on the subject, and should

Your Excellency require any further information, it will afford me much pleasure to be able to render it.

All which is respectfully submitted.

I have, &c.

(Signed) THOS. BAILLIE, *Sur. Gen.*

Sketch enclosed.

His Excellency Sir W. M. G. Colebrooke, K. H., &c. &c. &c.

No. 11.

Copy Despatch from Sir Charles Metcalfe to Sir William Colebrooke, dated (Copy.) *Government House, Kingston, 26th October*, 1843.

SIR,—I have the honor to transmit, and recommend to your consideration, a copy of a Report from the Committee of the Executive Council of this Province, relating to the Duties on Timber cut on Lands of which the appropriation to either Canada or New Brunswick is at present in question.

I have, &c.

(Signed) C. T. METCALFE.

His Excellency Sir W. M. G. Colebrooke.

(Copy.)

To His Excellency the Right Honorable Sir Charles T. Metcalfe, Bart. and G. C. B., Governor General of British North America, &c. &c. &c.

In Council 12*th October*, 1843. Approved. (Signed) C. T. M. } Report of a Committee of the Executive Council. Present—The Honorable Mr. Sullivan in the Chair; Mr. Dunn, Mr. Daly, Mr. Hincks, Mr. La Fontaine, Mr. Baldwin, Mr. Aylmir, and Mr. Morin; on certain Despatches from the Lieutenant Governor of New Brunswick.

MAY IT PLEASE YOUR EXCELLENCY,

The Committee of the Executive Council, in obedience to Your Excellency's commands, have taken in consideration—first, the letter addressed to Your Excellency by Sir W. M. G. Colebrooke, dated Fredericton, 11th August, 1843;—second, the letter also addressed to Your Excellency by Sir W. M. G. Colebrooke, dated Fredericton, 1st September, 1843;—third, the copy of a Minute of the Executive Council of New Brunswick, accompanying the last mentioned letter.

The Committee find in a Report of the Executive Council of this Province, dated 27th July, 1843, and approved by Your Excellency on the day following:—"The Commissioner of Crown Lands sets forth, secondly, the necessity for "exploration in that portion of Canada lying west of the Temiscouta Portage "Road, and the Lake and River Temiscouta, towards the River Saint Francis "and Saint Johns, and the respective limits of New Brunswick, and of the "United States of America under the late Treaty. The Committee are of "opinion, that the course of exploration recommended by the Commissioner "should be adopted, and that he be authorized to issue Timber Licences on the "said Territory, taking care that until the respective boundaries of Canada and "New Brunswick be settled and surveyed, no unnecessary interference with the "authorities of the latter Province be allowed, and that in case of any unforseen "difficulty, the matter be immediately reported to Your Excellency, so that no "misunderstanding may arise between the two Provincial Governments."

The Committee beg leave to assure Your Excellency, that in alluding to the necessity of avoiding any collision with the authorities of New Brunswick, they were not led by the belief that under any circumstances whatever, that portion of Territory could be found or declared to belong to the Province of New Brunswick, but by the fact, that as all Timber manufactured in those parts must be brought down to the shipping Ports, through the waters of New Brunswick, it is of course in the power of the authorities of that Province to defeat that trade, as far as Canada is concerned, by dealing with that Timber as if it had been unlawfully cut on their own Territory. Such a course would be highly injurious to the trade, and to the interests of New Brunswick and Canada; that the Executive Council have every reason to believe that it will not be adopted, but that the proposals hereinafter contained, which are mainly gounded upon the proposals on the part of New Brunswick, contained in the communications above recited, will meet with the concurrence and approbation of the Government of New Brunswick, as a means of preserving peace and harmony with this Government, until the Provincial Commissioners, who are shortly to meet, shall have agreed upon a fixed boundary line, or until the matter is decided by the paramount authority of the Imperial Government.

The Committee understand, that Messrs. Barker and Glazier were not allowed to ship their Timber without paying the dues required in New Brunswick for Stumpage, although they had paid the whole of those dues, as customary, in Canada. Mr. James Tibbits, who had also paid here one fourth of the dues, and given Bond for the remainder, upon a certain quantity of Timber cut in the same way, alleges that he has been obliged to pay dues in New Brunswick, and that at the same rate as upon Timber cut without licence, although in the previous correspondence from Your Excellency with the authorities of New Brunswick, his case was mentioned, as well as that of Messrs. Barker and Glazier.

It is very questionable whether the Timber Trade can go on in those parts, if the Lumberers are to pay double dues, and take licences at the same time in New Brunswick and in Canada. Hence an obvious course is pointed out, viz: a temporary arrangement between both Provinces. That was no doubt the object of the late communication from New Brunswick, and in the present instance the Committee are ready to further such an arrangement in the same spirit of conciliation. To prevent an objection to accede to it on the part of New Brunswick, upon the ground that the course intended might contain an admission on their part against their claims, the Committee are ready to record here, that nothing done in the present emergency, and in view of a temporary amicable arrangement, shall be construed on either part as part of the reasons upon which those claims may be more or less favorably viewed. With this understanding, the Committee entertain every hope that the arrangement may be effected.

The proposal not to grant any licences, but to leave the whole of that Territory furthermore open to pillage, as made on the part of New Brunswick, appears highly objectionable, the more so, that a large number of persons are known to have invaded that Territory for lumbering purposes, and that a still larger number will do the like during the next season. Independent of the waste of Timber when so cut at random, and without any authorized supervision, there would arise collisions which could not be repressed, and which would bring at issue in a much more unfavorable way, the very question of limits which is now pending.

The Committee therefore see nothing in the late correspondence from New Brunswick, to prevent the sale of licences, which was to take place on the 10th instant, in the Office of Commissioner of Crown Lands, but they, on the contrary, are of opinion, that the sale ought to take place, subject to the limitations contained in this Minute. The sale has been advertised sufficiently, and every

person from New Brunswick who had heretofore applied, have been notified of it. The fact that a number of persons from New Brunswick might have expected, as alleged in the communications above mentioned, to go there and make Timber without any licence, is not a sufficient reason to stop that sale, and throw the country open to pillage and to collision.

The sales of licences are to be limited at present to those portions of the Territory lying west of the Madawaska River, and there remains enough east of the same River of the Territory contested between New Brunswick and this Province, to allow ample field to Lumberers from New Brunswick, who may be left to carry their operations there on the trespassing system.

Under the present proposed arrangements, persons having taken licences at the same sales, will be considered as entitled to equal and conjoint protection on the part of New Brunswick and Canada, and the supervision in the Timber Berths ought to be considered as exercised conjointly on the part of both Provinces, by the Surveyor's Agent, and others who may go there, on either part, being required to act in concert. The holders of the licences will have to be required strictly to confine themselves to the quantity mentioned in their licences, one fourth of the dues having been paid here to secure the fulfilment of the contract, and Bonds being taken for the rest, those Bonds, if the arrangements are acceded to, would be payable in New Brunswick at the Canadian rates, the proceeds to be dealt with as will just now be mentioned. As to the Timber cut on that portion of the Territory over the quantities mentioned in the licences, or without licences altogether, if it cannot be prevented, the authorities of New Brunswick may take the dues at their increased rates; the amount to be also apportioned as will now be mentioned.

The arrangement to be for the present season only. The one fourth paid here to belong to Canada as a compensation for the issuing of the Licences and for the exploration which is ordered to take place, and for the share of Canada in the supervision next Winter, as may be agreed upon in a further correspondence. Of the three fourths remaining, one fourth to belong to New Brunswick as a compensation for the collection, and for their share in the supervision. The other half, when collected to remain in the hands of New Brunswick, until the 1st day of January, 1845, unless the question of boundaries is sooner finally decided, upon which date, one half thereof, being one fourth of the whole, to be provisionally paid to Canada, and the other equal half of the one half to remain provisionally in the hands of New Brunswick, but the whole of the undistributed half to remain in abeyance until the question is decided, and then finally to go to either Province, as the Territory shall be found to belong to the one or the other. The dues collected on quantities of Timber over and above the Licences, or cut without authority, to be divided in the same manner, viz: one fourth to Canada, and one fourth to New Brunswick, for their respective expenses of management and collection, and the remaining half to be divided, subject to the final decision as above mentioned. Each Province to furnish to the other from time to time all statements connected with the matter, and Canada to send to New Brunswick a plan shewing the temporary division into Timber Berths, and a statement of the Licences given, and of the quantity of Timber contained in each Licence. The Committee earnestly hope that this proposal will meet with approbation on the part of the authorities in New Brunswick. In the bare possibility of a contrary result, the Commissioner of Crown Lands will see that the bidders for Licences be well informed how the facts stand, so that no unforeseen difficulty or claim may be hereafter raised.

The Committee will not dismiss the question of the Boundary Line, but a simple glance at any Map will show how conciliating is the policy recommended in the present instance. The boundaries of New Brunswick, both to the North and

to the West are well defined, being on one side the River Restigouche, and on the other the line between the British possessions and the United States of America. It is evident that those limits must be completed at the north west angle, either by a prolongation of the line due North of the Treaty of Washington, until it intersects the River Restigouche, as put on Mr. Bouchette's Map, or by a continuation westward of the line of the Restigouche River, until it strikes the River Saint John's; any conventional line under Imperial sanction to connect the two above points, which are by no means very distant, cannot be made to widen again into a circle so as to comprehend an immense district totally disconnected with New Brunswick.

The rights of New Brunswick upon Timber coming from that Territory amount only to its being transported to the Sea on the New Brunswick waters, but the same may be said as well of Timber coming from the parts belonging to the United States under the Treaty of Washington. The Committee would respectfully recommend that no time be lost in sending to the frontier the Commissioner who is to meet the Honorable Mr. Baillie. Should nothing beyond a more ample discussion result from that conference, the authority of the Empire will have to be appealed to.

The Committee cannot close this Minute without again expressing their hopes that the provisional arrangements herein contained will prove satisfactory to New Brunswick, they being founded both on a principle of justice and of non-committal.

All which is respectfully submitted.

(Signed) R. B. SULLIVAN, *Chairman.*

12*th October.*

A true copy. (Signed) G. PARENT, *C. E. C.*

No. 12.

Copy Despatch from Sir Charles Metcalfe to Sir William Colebrooke, dated Government House, Kingston, 27th October, 1843.

SIR,—I have the honor to acknowledge the receipt of your letter of the 13th inst., on the subject of the Boundary between this Province and New Brunswick.

I have the honor, &c.

(Signed) CHARLES METCALFE.

His Excellency Sir W. Colebrooke.

No. 13.

Copy Despatch from Sir William Colebrooke to Sir Charles Metcalfe, dated

(Copy.) *Fredericton, N. B., 14th November*, 1843.

SIR,—I have had the honor to receive Your Excellency's letter of the 26th October, transmitting and recommending to my consideration, a copy of the Report of the Committee of the Executive Council of Canada, relating to the Duties on Timber cut on the Lands, the appropriation of which is at present in question.

Having submitted this document for the consideration of the Executive Council of this Province, I now enclose to Your Excellency the copy of a Report of the Council on the same subject, from which you will perceive that this Government are precluded from acquiescing in the views recommended in the Canadian Report.

I have, &c.

(Signed) W. M. G. COLEBROOKE.

His Excellency the Right Honorable Sir C. T. Metcalfe, G. C. B., &c. &c. &c.

Report of the Committee of the Executive Council on the subject of the provisional management of the Territory in dispute between the two Provinces of Canada and New Brunswick.

MAY IT PLEASE YOUR EXCELLENCY,—

Having attentively perused and considered the Report of the Executive Council of Canada, together with other documents submitted to us, we must express our regret that we are unable to acquiesce in the view taken by them, of the arrangement for the provisinal management of the Territory now in dispute between the two Provinces, on our north western Frontier.

The Report under consideration being professedly addressed in answer to our Minute of September last, we are sorry to find that our proposition, as therein contained, has been entirely misunderstood by the Canadian Council, and we therefore feel it our duty to submit such observations as we think are called for by the importance of the question at issue between the two Governments.

Our Minute unequivocally asserted our right to the Territory in question, on the ground of which we had recommended the seizure of Barker and Glazier's Timber.

The Canadian Council, in asserting their claim, considered it very questionable, whether the Timber Trade can go on in those parts if the lumberers are to pay double dues and take licences at the same time in New Brunswick and Canada. Assuredly these consequences are to be deprecated, and there can be no doubt that in such a state of things, the parties will have their remedy against the one or the other Government assuming the right to sell.

If Canada possesses this right, we can have no authority whatever to exact Stumpage; but if that right be wanting, the sale by Canada, at whatever price, can give the purchaser no better title than if he had cut without any authority at all, nor could the Government be justified in relinquishing its accustomed jurisdiction over the Territory.

On the Report of their Executive Council of the 27th July last, "the Commissioner of Crown Lands was authorized to issue Timber licences on the said "Territory, taking care that until the respective Boundaries of Canada and "New Brunswick be settled and Surveyed, no unnecessary interference with "the authorities of the latter Province be allowed; and that in case of any unforseen difficulty, the matter be immediately reported to His Excellency the "Governor General, so that no misunderstanding may arise between the two "Provincial Governments."

At the date of that Report, the difficulty in which Barker and Glazier had become involved, was known to the Commissioner of Crown Lands in Canada, as appears from a copy of Mr. Kerr's letter, dated at Quebec on the 22d July, informing the Commissioner of the seizure of their Timber; but in alluding to the necessity of avoiding any collission with our authorities, which, under their licences, had thus already occurred, the Canadian Council now state that they are influenced by the fact, that as all Timber manufactured in those parts must be brought down to the Shipping Ports through the Waters of New Brunswick, it is in the power of the authorities of that Province to defeat that trade, as far as Canada is concerned, by dealing with that Timber as if it had been surreptitiously cut on their own Territory. Now while we give to that part of the July Report, a construction exclusively applicable to the occupation and control of the Territory in question by the authorities in this Province, we feel that the observation that we could deal with Canadian Timber as if it had been cut surreptitiously on our own Territory, is inapplicable to any proceedings of the Government in this case.

The second paragraph of our Minute expressed regret at the assertion of the right of Canada to the Territory in question, and stated that the Government of this Province, to avoid collisions, and hoping Canada would adopt the same

course, had refused, pending the dispute, to sell any Timber between the Madawaska and Saint Francis Rivers, and then stated the fact of numerous parties being at work upon the ground, some professing to have the authority of Canada, and others having no authority at all; observing that such a state of things should not be permitted, and that prompt measures should be adopted to put a stop to trespasses, by exercising our accustomed jurisdiction and seizing and prosecuting to condemnation, all the Timber then being, or which thereafter might be cut without legal authority. The course of proceeding here indicated, cannot surely with justice be considered as a proposal to leave the whole of the Territory open to pillage and collision; and we are satisfied that no part of the correspondence of the Government can have such a construction. The fact is well known, that during the dispute with America, so far as depended on this Government, we effectually prevented the pillage of the Timber on the Territory then contested, and the same restrictions are now applicable to that part of own Territory claimed by Canada. It was not proposed as a reason for the suspension of the sales that a number of persons from this Province intended to go and cut Timber without licence; but while deferring to ourselves the realization of a large Revenue, by refusing at that time to sell any Timber on the Territory in question, we did so from the single motive of avoiding a collision with the Canadian Government and with a determination in the event of a suspension of sale on the part of Canada, to prevent trespasses on the Land in question, as we had done on the Territory formerly in dispute between this Province and Maine, either by destroying the Timber upon the ground where it might be made, or by seizing and prosecuting the same to condemnation in our Court of Vice Admiralty; and if the course now adopted by Canada, of issuing licences to cut Timber under the doubt existing as to their title, should expose their licences to double exaction, and ultimately subject that Government to a large amount of indemnities, we must feel absolved from all responsibility for these consequences.

We had applications for Timber, and refused them in the first instance, the Country not having been surveyed, but without such necessary surveys the Commissioner of Crown Lands of Canada gave a Licence to Glazier and Barker to cut over the Territory north of the Saint John, embracing several hundreds of square miles, and extending from the Great Falls to the River Saint Francis.

Then again on the 17th May last, their Commissioner published the following advertisement in the Quebec Gazette :—" For the Territory S. E. of the Temiscouta Portage Road, and on the different brauches of the River Saint Francis and adjoining Districts, no regular Licences can be given at present, but persons desirous of applying for such, will have to correspond with this Office until that Territory has been regularly explored and placed under the control of a Local Agent."—Notwithstanding this advertisement, and other acts of interference on the part of Canada, we could still have received applications and sold to a large amount, but would not do so until the conflicting claims were adjusted.

Confident in the justice as well as in the legality of our title, we have been alone anxious to take a position at once honorable and prudential, and secure of our ultimate rights, to do nothing intermediately which would bring us into direct collision upon the Territory with the Canadian Authorities : anticipating a corresponding abstinence on their part. The seizure of Barker and Glazier's Timber by our Government, induced the proposition of the Governor General of the 1st August, that if the Lands in question be determined hereafter to be a part of New Brunswick, all sums unduly collected by Canada on Timber cut on such Lands shall be refunded to New Brunswick, and it was in answer to this proposal of His Excellency that our Minute of September was submitted.

If it be asked why we did not accede to a proposal *apparently* so just, we answer—

1.—Because the tonnage demanded by Canada was far less than we could have obtained, theirs being 1s. 8d. per ton as a fixed rate, while we were certain of obtaining from 3s. to 5s. per ton at auction.

2.—Because we knew from the facilities which the Lumberers had of escaping detection by the Canadian Officers as to the quantities cut, that even their small duty would not be collected on a large proportion of the Timber; and

3dly.—Which in itself was conclusive, because we had no power thus to compromise the rights of this Province. Assured of our title to the Territory, we were bound to observe the terms and provisions of the Civil List Act in the disposal of the Timber thereon, and we could not therefore have constituted the Canadian Government our *Agents* to sell under their Laws. If Canada alone were entitled, they required no authority from us; if we were the rightful proprietors, we could not delegate our control and authority to them.

For these cogent reasons we could not recommend a compliance with the Governor General's proposal, and therefore made the counter proposition contained in our Minute of September last, to continue the management of the Territory in ourselves, and guarantee to Canada 1s. per ton on all Timber brought from such parts of the Territory as might ultimately fall to that Province, and defray ourselves all the expenses of management and suspervision.

In reply to that Minute, we have in the Report before us a proposal of conjoint protection and management, to which we are unable to accede, with a scale of participation in the proceeds at the Canadian Rates,—and to continue for the present Season only.

They propose one fourth of their Rate to each Province, "for their respective expenses of management and collection," the remaining half to be held provisionally, in equal portions, by the two Provinces, until the question should be finally settled.

In this way the successful Province would be allowed only 10d. per ton, over and above the expenses, while in our Minute of September it was proposed to guarantee 1s. per ton to Canada clear of all expenses.

If no other objection presented itself to this scheme of conjoint management, it would be enough that it is limited to the present Season, which would have the effect of exonerating the Canadian Licencees from any additional liability to this Province, and of securing our agency in realising the proceeds of future sales. We observe in the Report under consideration, that the Commissioner of Crown Lands is required to see that the bidders for Licences be well "informed how the facts stand, so that no unforseen difficulty or claim be hereafter raised;" but we would submit, that the equitable claims of the parties to indemnification would hardly be affected by such a Declaration, and if these instructions have been carried out by their Commissioner, we shall feel ourselves entirely relieved from all imputation of hardship which might hereafter be cast upon this Government, in consequence of a rigid enforcement of our Laws against the Canadian Licencees.

As to the question of the Boundary;—it may be sufficient at present to refer to Reports of the Surveyor General, based upon the Quebec Act, as to the definition of their Southern Boundary, it being manifest that this alone can be a question between the two Provinces.

In conclusion we would recommend, that all parties now Lumbering on the Territory in dispute, be apprised that they must either come forward to make satisfactory arrangements with the Government of this Province, within a time to be limited for that purpose, or that their Timber will be seized in the Spring.

While this state of things is on every account to be lamented, it must be evident that it is in no wise attributable to this Government, for if Canada had abstained from selling until the question of Boundary had been settled, the Territory could and would have been protected from depredation by the Government

of New Brunswick, and we can only regret (as a different course has been pursued) the difficulties in which the two Provinces are likely to be involved, but which cannot absolve the Government from the responsibility in the due execution of its trust, and the enforcement of the Provincial Laws.

Extract from the Minutes, 11th November, 1843.

WM. F. ODELL.

No. 14.

Despatch from Sir Wm. Colebrooke to Sir Chas. Metcalfe, dated Fredericton, 15th December, 1843.

(Copy.)

Sir,—I have the honor to enclose Copies of a Correspondence which I have held with Mr. A. Wells, who has communicated to me the instructions under which he has visited this Province.

The Surveyor General's instructions were necessarily limited to the object of tracing, if possible, the Boundary between the two Provinces, in concert with the Canadian Commissioner, and although the local Government has no authority to deviate from the Line of separation, as recognized by the Quebec Act and the Royal Commission, I have not hesitated unreservedly to afford Mr. Wells such information as may be calculated to reconcile the views of the two Governments, and to promote a settlement of the question.

I have, &c.

(Signed) W. M. G. COLEBROOKE.

His Excellency the Right Hon. Sir C. T. Metcalfe, G. C. B.

(Copy.) *Crown Land Office, 13th December, 1843.*

Sir,—I have the honor to enclose herewith, for your Excellency's perusal, a Letter, which I have this instant received from Mr. Wells, relating to the Boundary between this Province and Canada.

I have, &c.

(Signed) THOS. BAILLIE, *Surveyor General.*

His Excellency Sir Wm. M. G. Colebrooke, K. H., Lieutenant Governor.

(Copy) *Albion Hotel, Fredericton, 13th December, 1843.*

Sir,—Your Report, as Commissioner appointed on behalf of New Brunswick, for the purpose of endeavouring to trace the Boundary Line between Canada and New Brunswick, having been concluded, and delivered to His Excellency the Lieutenant Governor, previous to the date of my instructions for the same purpose on behalf of Canada, I have not felt myself at liberty since arriving here, to address you officially on the subject, with the object of now attempting to arrive at any common conclusion for the settlement of the question actually pending.

The views I am compelled to entertain respecting the proper construction and local application of the language used in the descriptions of the Boundaries or Territorial Limits of these Provinces, differ so widely from those expressed in your Report, and represented in the Map accompanying it, that I can imagine no possibility of our arranging the question definitively, by virtue of any powers which could be delegated to us; and from your observation in verbal communications between us, that you considered your Mission on this subject to have terminated, I presume I am not mistaken in supposing that such is your opinion also.

At the same time I would beg to assure you of my strong desire to promote a speedy settlement of the question, by ascertaining, as far as possible, on what points the views on behalf of the two Provinces respectively differ, and on which they agree; and I should always feel happy to avail myself of any suggestion from you, by which that object, equally to be desired by all the parties concerned, could be facilitated or more effectually accomplished.

I leave for the Restigouche, and other parts adjoining the unsettled Boundaries, to-morrow, but any Communications sent to my address through the Post Office, will always reach me.

I have, &c.

(Signed) A. WELLS.

The Honorable Thos. Baillie, &c. &c. &c.

Fredericton, 13*th December*, 1843.

Sir,—I have the honor to acknowledge the receipt of your communication of this evening, stating that a letter addressed by me to the Honorable Thomas Baillie, had been placed in the hands of His Excellency the Lieutenant Governor, and informing me of the views which His Excellency had taken of the subject of its contents.

In relation to the expressions contained in your communication, that you were directed to express the Lieutenant Governor's regret that he should have received no earlier official intimation of the object of my mission, I must be allowed to remark, that a reference to my letter above mentioned, will show that I did not feel myself authorized to make any such official communication; but on the contrary, in the same letter, I disclaimed having any intention of then doing so.

Mr. Baillie, as Commissioner for New Brunswick, having made his Report before my arrival in this Province, I could not, of course, request him to go over with his operations again, nor invite him to re-consider or rescind opinions however at variance they might be with my own, which were already embodied in that Report, and communicated to me subsequently to the date of my instructions.

The only alternative left me in the strict line of official duty, was that of acquiring such information as would enable me to form correct conclusions on the questions pending, and then to return to Canada and make a Report of the result for the information of His Excellency the Governor General.

I, however, deemed it right and proper to wait upon the Commissioner for New Brunswick personally, before proceeding to execute that part of my duty, as doing so, would place us in such mutual relations as would still enable him to co-operate with me should he feel himself authorized or see fit to extend his previous proceedings in that capacity.

I accordingly did wait upon Mr. Baillie at his office the morning of my arrival in Fredericton, and was informed by him at our first interview, that he considered his duties in relation to the Boundary to have terminated.

This was indeed the only conclusion he could have been expected to adopt under the actual circumstances in which the question was placed; and of course it precluded the supposition that I could then request him to proceed in any further investigation of the question, however desirous I might be of having him act conjointly with me, should any suggestion to that effect have been made by himself.

It is a subject of much regret to me, that my letter to Mr. Baillie, in which I merely adverted to the understood and existing state of our relations on this subject, and renewed the assurance of my readiness to avail myself of any communications he might hereafter feel disposed to make for facilitating the common objects of the Commission, should have been placed before His Excellency the Lieutenant-Governor as the official and first intimation of the object of my mission.

With the object of rendering this explanation as clear and explicit as possible, I now have the honor to enclose for His Excellency's perusal a copy of the letter of the Honorable D. Daly, Secretary of the Province of Canada, conveying to me the instructions of His Excellency the Governor General in regard to my present duties.

I shall be happy to comply with His Excellency the Lieutenant Governor's wish, by deferring the time of my departure, and will do myself the honor to wait upon His Excellency at any time he may be pleased to appoint.

I have, &c.

(Signed) A. WELLS.

A. Reade, Esquire, Private Secretary, &c. &c. &c.

(Copy.) *Secretary's Office, Kingston, 18th October*, 1843.

SIR,—I am commanded by the Governor General to inform you that His Excellency is pleased to appoint you to be Commissioner on behalf of the Province of Canada, to meet the Honorable Thomas Baillie, Surveyor General of New Brunswick, who has been named Commissioner for that Province, with the object of endeavouring to trace the Boundary Line between Canada and New Brunswick.

You will be pleased to lose no time in repairing to the Frontier and placing yourself there in communication with that Gentleman on the subject; and after completing such explorations as you may be able to agree to make conjointly, and other explorations, which you may judge it to be for the advantage of this Province that you should make by yourself, you will return to this place to make your report of the result of your observations for the information of His Excellency.

I am to enclose for your perusal, the accompanying copy of the confidential Despatch of Sir George Murray, of the 8th April, 1830, relative to the claims of the two Provinces to jurisdiction within the Territory in dispute; and also, a paper by Mr. Bouchette, in support of the claims of Canada to the Territory, and a copy of so much of a report made to Sir William Colebrooke by Mr. Wilkinson, Deputy Surveyor General of Crown Lands in New Brunswick, as embodies his arguments in favor of the claims of that Province.

You will consider it to be a main object of your mission to ascertain on what points the views in behalf of the two Provinces respectively differ, and on what points they agree, so as to promote as far as possible a settlement of the question.

I have, &c.

(Signed) D. DALY, *Sec'y.*

A. Wells, Esq. &c. &c. &c.

(Copy.)

[Confidential.] *Downing Street, 8th April*, 1830.

SIR,—With reference to my Despatch of the 7th instant, "Confidential," transmitting the first statement on the part of Great Britain of the Disputed points under the fifth Article of the Treaty of Ghent, I have now the honor to acquaint you that, in order that our conduct may be consistent with our arguments, it is necessary that the Province of Lower Canada should continue without interruption to exercise actual jurisdiction over the Fief of Madawaska.

This Fief covers the whole of the Temiscouta Lake and nine miles in length down the River Madawaska, which issues from that Lake. The Province of New Brunswick, as proved on the trial of John Barker, exercises actual jurisdiction over the Madawaska Settlement, but this Settlement extends along the Main River Saint John, both above and below the confluence of the Madawaska River;

and no jurisdiction appears *de facto* to have been exercised by New Brunswick on the Madawaska River, above its mouth, where a Grant of Land was made by the Government of that Province to Simon Hebert in 1825. Under these circumstances therefore, it is advisable for the Government of Lower Canada to maintain and exercise its jurisdiction over the Lake Temiscouta and the River Madawaska, quite down to the aforesaid grant to Simon Herbert, at its mouth, which will include the whole "Fief of Madawaska;" and the Government of New Brunswick to maintain and exercise its jurisdiction as heretofore in other parts of the Disputed Territory, including the Madawaska Settlement on the main River Saint John, but not to extend it up the River Madawaska.

I have communicated corresponding instructions to Lieutenant General Sir James Kempt, the Governor of Canada.

I have, &c.

Mr. President Black, &c. &c. &c. (Signed) G. MURRAY.

No. 15.

Extract of a Despatch from Sir William Colebrooke to Lord Stanley, dated Fredericton, N. B., 14th November, 1843.

[No. 112.]

My Lord,—I have the honor to enclose to your Lordship the Copy of a Letter received from Sir Charles Metcalfe, with a Report of the Committee of the Executive Council of Canada, and Copy of my reply, with a Report of the Committee of the Executive Council of this Province.

I regret that it is impracticable to reconcile the views of the two Provincial Governments; but as a decided opinion is here entertained, that Canada posesses no claim whatever to any Territory South of her Southern Boundary, as defined in the Quebec Act, by the range of Hills extending Westward from the head of the Bay of Chaleur; and there being in fact no other line of Hills Northward of the Saint John, on which could by any possibility constitute her Southern Boundary, the intermediate Terrritory in question, which was claimed by the Americans, necessarily reverted to this Province when that claim was relinquished by the Treaty of Washington.

As Canada had asserted an undefined claim to the Territory North of the St. John, and as any Timber cut on it could not be removed from the jurisdiction of this Province, it was not considered necessary to anticipate the final settlement of the question by disposing of Licences to the Lumberers; but in observing this moderation it was nevertheless deemed to be incumbent on the Government to protect the interests of the Province, where 60,000 Tons of Timber were expected to be cut during the Season, and sent down the Saint John in the next Spring.

I have, &c.

(Signed) W. M. G. COLEBROOKE.

Right Honorable Lord Stanley, &c. &c. &c.

No. 16.

Government House, Kingston, 2d February, 1844.

Sir,—I have the honor to transmit to your Excellency, for your information, the accompanying copy of a communication, with the documents referred to therein, which I have received from the officer in charge of the Crown Land

Department of this Province, containing information relative to permission granted by my orders to certain parties to cut Timber North of the Saint John and West of the Saint Francis Rivers.

I have the honor, &c.

(Signed) C. METCALFE.

His Excellency the Lieutenant Governor of New Brunswick.

Crown Land Department, Kingston, 1st February, 1844.

SIR,—I have the honor to transmit herewith, various documents connected with the Public Sale of Licences to cut Timber on the vacant Crown Lands of this Province, North of the Saint John and West of the Saint Francis Rivers, effected in this Office on the 10th April last, viz:

No. 1.—List of Purchasers of Timber Licences, shewing the quantities purchased and amount paid by each on the same.

No. 2.—Map of the Territory on the Saint John and Saint Francis Rivers laid out in Timber Berths, exhibiting the names of the parties to whom each Berth has been designed.

No. 3.—Copies of conditions of Sale signed by all the parties who have been authorized to cut Timber.

No. 4.—Copy of Letter of authority granted to purchasers.

No. 5.—Copies of various private agreements between purchasers entered into with the consent and approval of the Commissioner.

In consequence of the conflicting pretentions of the Province of New Brunswick to the Territory in question, no regular Licences were granted on the above stated occasion; but parties were allowed to bid for the Berths and quantities of Timber they required, and made to pay for one fourth of the same at the time of sale, on the express condition, however, that in case of difficulty, they would comply with whatever might be required of them by the New Brunswick Authorities on the passage of the Timber down the River Saint John, and that under no circumstances whatever they would be entitled to claim from this Province any thing more than their actual deposit.

These terms were adopted under an expectation that the Government of New Brunswick would accede to a proposition made or intended to be made to them, that they would assume the collection of the remaining three fourths of the dues on the passage of the Timber down the Saint John, and after deducting a reasonable charge for that service, retain the balance in their hands to be paid over to the party who would be considered entitled to it on a final settlement of the question of Boundaries.

It was intended from the first to furnish New Brunswick with copies of Licences granted, and other particulars of the sale, and some of the parties interested, having lately complained to this Office of threats of molestation on the part of New Brunswick, I would beg leave to suggest that the enclosed documents be forwarded to that Government with as little delay as possible, with such explanations as it may be deemed necessary to add.

I have, &c.

(Signed) T. BOUTHILLIER.

J. M. Higginson, Esquire, Civil Secretary, &c.

No. 1.

Statement of Names of Persons, and the quantities of Timber applied for by each, on the Waste Lands of the Crown north of the River Saint John.

Nos.	Name.	Logs.	Tons.	Price.	Amount.	Deposit.	Bond.
1	James Tibbets,		1500				
4	Ditto,		3000				
8	Ditto,		500				
10½	Ditto,		1500				
13	Ditto,		1000				
14	Ditto,		1000				
16	Ditto,		500				
23½	Ditto,		500				
24	Ditto,		1000				
&	Ditto, Black River,		2000				
			12500	@ 1s. 8d. pr. Ton	1041 13 4	200 8 4	2083 6 8
3	Allan Gilmour & Co.		1000				
2,4,5	Ditto,		2000				
6	Ditto,		1500				
7	Ditto,		1000				
9	Ditto,		500				
10	Ditto,		750				
15	Ditto,		1500				
17	Ditto,		1000				
19	Ditto,		1000				
20	Ditto,		1000				
23	Ditto,		750				
24½	Ditto,		750				
33 & 35	Ditto,		2500				
			15250	@ 1s. 8d. pr. Ton	1270 16 8	317 14 2	2541 13 4
1½	Charles Connell,		500				
	Ditto on the Forks of the Toledo, and extending up,		1000				
			1500	@ 1s. 8d. pr. Ton	125 0 0	31 5 0	250 0 0
34½	John Emmerson,		1000	@ 1s. 8d. pr. Ton	83 6 8	20 16 8	166 13 4
16½	John Glazier,		300	@ 1s. 8d. pr. Ton	25 0 0	6 5 0	50 0 0
9½	Glazier and Veazie,						
11	Ditto,	3000	1500				
12	Ditto,	6000	1500				
18	Ditto,	6000	1000				
		5000	500				
		20000	4500	@ 1s. 8d.	375 0 0	93 15 0	750 0 0
				@ 5d. per Log.	416 13 4	104 3 4	833 6 8
21	John Veazie,						
22	Ditto,	6000	400				
25	Ditto,	6000	300				
		6000	300				
		18000	1000	@ 1s. 8d. pr. Ton	83 6 8	20 16 8	166 13 4
				@ 5d. per Log.	375 0 0	93 15 0	750 0 0
2	C. S. Clark,						
5	Ditto,	3000	200				
4	Ditto,	3000	1300				
		4000	500				
		10000	2000	@ 1s. 8d. pr. Ton	166 13 4	41 13 4	333 6 8
				@ 5d. per Log.	208 6 8	52 1 8	416 13 4
	Thomas Jones, Squatback Lake, and Toledo River,		1500	@ 1s. 8d. pr. Ton	125 0 0	31 5 0	250 0 0
					£4295 16 8	1073 19 2	8591 13 4

Crown Land Department, Kingston, 13th October, 1843.

Certified Copy.

Department of Crown Lands, Kingston, 31st January, 1844.

(Signed) T. BOUTHILLIER, *Act. Com. C. Lands.*

No. 3.

The Berths are to be taken as described on the Map, the purchasers running the risk of all deviations from the lines laid down, should the face of the Country differ from the Map. They will also have to submit to any restrictions or limitations in their boundaries which may be found necessary by the Department, in order to apportion the Territory equitably among the different parties according to the extent of their purchases.

Whenever disputes arise as to limits, the party conceiving himself encroached upon, will notify the other of the fact, and apply to the Department for protection. If found necessary to send a Surveyor, the expense thereof will be charged either to the one of the parties or to both of them equally, as the Office may see fit. The Timber cut to be liable for the reimbursement of all expenses incurred, in addition to the regular dues.

In all cases of dispute the parties to submit to the decision of the Department.

All Licences will expire on the 1st May next, and all rights and privileges acquired under them will cease on that day.

Licences are not to be transferable either directly or indirectly, under pain of cancellation and forfeiture of Timber.

No written Licence will be given at present, but purchasers after they have paid down their Deposits and given the Bonds required, will be suffered to commence their operations, and during the Winter they shall be furnished with the necessary documents, provided they shall have strictly conformed to the present conditions.

Parties encroaching upon their neighbours' limits, or creating any other difficulty, in addition to forfeiture, will be refused all protection, and be made subject to the payment of whatever dues may be exacted by the New Brunswick authorities, which shall not be less than 4s. per Ton.

All Timber cut over and above the amount applied for, will be liable to the payment of double Duties, and subject the party so cutting to forfeiture of Licence.

It must be understood that holders of Licences must submit to whatever may be required of them by the New Brunswick Authorities on the passage of the Timber down. In the event of any difficulties between the two Provinces, they shall in no case be entitled to claim from this Government any thing more than the amount of their deposits.

The Bonds will be made payable either in Canada or New Brunswick, at the option of Government.

Right of charging by the Log or Square Foot reserved.

The amount of Timber cut will be calculated by actual measurement, or by the average adopted on the Ottowa River, at the option of the Government.

Purchasers will furnish to the Government returns of the quantities and qualities cut, sworn to by their Foreman or principal Man, and by themselves, if required.

Crown Land Department, Kingston, 13th October, 1843.

(Signed) JOHN GLAZIER, JAMES TIBBETS,
JOHN EMMERSON, CHARLES CONNELL, by his Attorney, W. Connell.
C. S. CLARK,
JOHN W. VEAZIE, ALLAN GILMOUR & Co. per their Attorney, M. Cameron.
J. H. KERR, for Thomas Jones.

Witness—John Ker.

Certified Copy.

Department of Crown Lands, Kingston, 31st January, 1844.

T. BOUTHILLIER, *Acting Com. Crown Lands.*

(Copy)

No. 4.

Crown Land Department, Kingston, 18th October, 1843.

——— is authorized to cut during this next ensuing Winter, a certain quantity of Timber on certain vacant Crown Lands of this Province, lying North of the River Saint John's, and West of the River Madawaska, under the various conditions and restrictions contained in an Instrument of Record in this Office, and dated the 13th October, 1843.

(Signed) T. BOUTHILLIER.

No. 5.

Memorandum of Agreement entered into between James Tibbets, of Quebec, of the one part, and Allan Gilmour & Co., of Quebec, of the other part,—

Witnesseth and saith, that the said James Tibbets hereby covenants and agrees with the said Allan Gilmour & Co. through their Agent, to permit any men or teams now at work on a certain limit on the River Saint Francis, described by the Government as Number Sixteen, to continue their operations undisturbed throughout the season, and to make and take away all the timber they may require, and to have, hold and enjoy, all the right, privileges and advantages which the said James Tibbets enjoys from the Government of Canada.

In witness whereof, the parties to these presents have hereunto set their hands and seals this thirteenth day of October, 1843.

(Signed) A. GILMOUR & CO.
Per M. CAMERON.
JAMES TIBBETS.

In presence of
(Signed) Alex. Vidal.

Certified copy
(Signed) John Ker.

(Copy.)

No. 5.

Memorandum of Agreement entered into between Cyrus S. Clark, of Bangor, in the State of Maine, of the one part, and Allan Gilmour & Co., of Quebec, in the Province of Canada, on the other part,—

Witnesseth and saith, That the said Cyrus S. Clark, for and in consideration of the sum of five shillings to him in hand paid by the Agent of the said Allan Gilmour & Co., the receipt whereof is hereby acknowledged, has agreed and does hereby agree to permit the men and teams now employed, for and in connexion with Messrs. Taylor & Co., or W. and I. Bedell, to retain undisturbed possession on any grounds they now occupy in certain limits on Baker's Brook or Turtle River, and to remain in occupation thereof, and to continue their operations until they make 4,000 tons of Timber and remove the same, having (and securing to them to have) every advantage, right, liberty or privilege, which the said Cyrus Clark himself enjoys from the Government of Canada in virtue of such limits.

In witness whereof, the said parties have hereunto set their hands and seals, the 13th day of October, 1843.

(Signed) CYRUS S. CLARK,
ALLAN GILMOUR & CO.
Per M. CAMERON.

C

In presence of
(Signed) Alex. Vidal.

Certified copy
(Signed) John Ker.

(Copy.) No. 5.

I hereby assent that Mr. Veazie may enter for the sections of Land marked to me on the Plan in the Crown Land Office, at the sale of the 12th instant.

(Signed) C. S. CLARK.

Certified copy.

(Signed) John Ker.

Kingston, 16th October, 1843.

(Copy.)

Memorandum of an Agreement entered into this thirteenth day of October, 1843, between James Tibbets, Esquire, of Quebec, and Cyrus S. Clark, of Bangor, Maine,—

Witnesseth and saith, That the said James Tibbets is to have full right, power and authority to continue his operations with the men and team now employed on the limits upon the East or West side of Baker's Brook or Turtle River, as the case may be, where his hands are now employed, marked on a plan in the Commissioners of Crown Lands Office, as number four, or number five,—but on number five it is understood he is to break no new ground, until he make and removes six thousand tons of Timber; and that all Timber over and above that, shall be at the option and disposal of the said Cyrus S. Clark, who is at liberty to enter and work immediately in any part of the said tract which does not interfere with parties now employed by the said James Tibbets, or Messrs. Bedell's and Taylor's party, as agreed with the Agent of Gilmour & Co.

In witness whereof, the parties to these presents have hereunto set their hands and seals the day and date aforesaid.

(Signed) JAMES TIBBETS,
CYRUS S. CLARK.

In presence of

(Signed) Alex. Vidal.

It is further understood between Mr. Clark and Mr. Tibbets, that should any of the men or teams or either of them be upon or within, any of the limits they have got from the Government of Canada, that such men and teams shall be allowed to remove any Timber they may have made up to the twentieth instant; this memorandum referring to number one and two.

(Signed) J. T.
C. S. CLARK.

Certified copy.

John Ker.

No. 17.

Copy Despatch from Sir Wm. Colebrooke to Sir Charles Metcalfe, dated Fredericton, N. B., 14th February, 1844.

Sir,—I have had the honor to receive your Excellency's Despatch of the 2d of February, instant, and having communicated it to the Executive Council, I enclose a Copy of a Minute which they have recorded on the subject.

I have the honor, &c.

(Signed) W. M. G. COLEBROOKE.

His Excellency the Right Hon. Sir C. T. Metcalfe, G. C. B., &c. &c. &c.

In Council, 14th February, 1844.

Read a Despatch of His Excellency the Governor General, under date 2d February, instant, with its several enclosures on the subject of the Licenses on the Upper Saint John and its Tributaries ; whereupon

The Council are of opinion, that for the several reasons set forth in their Minute of the 11th of November last, this Government is precluded from adopting any other course than that therein recommended.

Extract from the Minutes.

WM. F. ODELL.

Certified.

CHAS. P. WETMORE,
Clerk House Assembly.